

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

PEARL INVESTMENTS, LLC,)
 PLAINTIFF)
))
v.)
))
STANDARD I/O, INC. AND)
JESSE CHUNN,)
 DEFENDANTS)

CIVIL No. 02-50-P-H

-----)
JESSE CHUN,)
 THIRD-PARTY PLAINTIFF)
))
v.)
))
DENNIS DAUDELIN,)
 THIRD-PARTY DEFENDANT)

**ORDER AFFIRMING RECOMMENDED DECISION
OF THE MAGISTRATE JUDGE**

The United States Magistrate Judge filed with the court on March 21, 2003, with copies to counsel, his Recommended Decision on Cross-Motions for Summary Judgment (Docket Item 59 (sealed version) and Docket Item 62 (expanded public version)). The plaintiff and third-party defendant filed an objection to the Recommended Decision on April 4, 2003. I have reviewed and considered the Recommended Decision (sealed version), together with the entire record; I have made a *de novo* determination of all matters adjudicated by the Recommended Decision; and I concur with the recommendations of the United States Magistrate Judge for the reasons set forth in his Recommended Decision, and determine that no further proceeding is necessary.

It is therefore **ORDERED** that the Recommended Decision of the Magistrate Judge is hereby **ADOPTED**. The plaintiff's motion for summary judgment is **GRANTED** as to Counts I and IV of the Counterclaim and otherwise is **DENIED**. The defendants' motion for summary judgment is **GRANTED** with respect to (i) Standard I/O, Inc., as to Counts I and III of the Complaint; (ii) Chunn, as to Count I of the Complaint to the extent the claimed violation of the UTSA is predicated on the existence of GUIDs of the Chunn HDD; (iii) both Standard and Chunn, as to Counts II, IV, VII and VIII of the Complaint and that portion of Count VI of the Complaint asserting violation of an implied warranty/services; and (iv) Count II of the Counterclaim; and otherwise **DENIED**.

Remaining for trial are the following: Count I of the Complaint (misappropriation of trade secrets) against Chunn only, with the caveat that Pearl is precluded from premising any such claim on contents found on the HDD; Count III of the Complaint (violation of the DMCA) against Chunn only; Count V of the Complaint (breach of contract) against both Standard and Chunn; Count VI of the Complaint (breach of warranty/services) against both Standard and Chunn, to the extent asserting breach of express warranty only; and Count II of the Counterclaim, with respect only to the amount of damages to be awarded Chunn.

So ORDERED.

DATED: APRIL 23, 2003

D. BROCK HORNBY
UNITED STATES DISTRICT JUDGE